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25 *Inc.; InterDigital Technology Corporation; IPR*
26 *Licensing, Inc.; and InterDigital Patent*
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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN JOSE DIVISION

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20 ASUS COMPUTER INTERNATIONAL; and) Case No.: 15-cv-1716 (BLF)
21 ASUSTEK COMPUTER INCORPORATED,)
22 Plaintiffs,) DEFENDANTS' OBJECTION TO
23 v.) ASUS'S UNILATERAL
24 INTERDIGITAL, INC.; INTERDIGITAL) STATEMENT RE: DOCUMENT
25 COMMUNICATIONS, INC.; INTERDIGITAL) REQUESTS 50, 53, AND 63
26 TECHNOLOGY CORPORATION ; IPR)
LICENSING, INC. ; and INTERDIGITAL)
PATENT HOLDINGS, INC.,)
27 Defendants.)
28

1 ASUS sent a proposed joint statement to InterDigital on this discovery dispute on
 2 Thursday, March 22 – when the deadline for motions to compel is Friday, March 23 – and
 3 demanded a substantive response within one day. Yet the parties were still in the middle of
 4 meeting and conferring about these requests. Just the day before, on Wednesday, March 21,
 5 ASUS had raised these requests in a telephone call with InterDigital, and in that call, had asked
 6 InterDigital to: (1) provide a written position on these requests by March 23; and (ii) agree that
 7 ASUS could file a joint statement on any motion to compel these requests by April 7. Ex. A.
 8 InterDigital promptly agreed in writing to ASUS's extension proposal the same day. *Id.*

9 Accordingly, InterDigital was very surprised to see ASUS's draft joint statement on
 10 March 22 demanding that InterDigital provide the other half of the joint statement by March 23,
 11 which was completely inconsistent with the representations ASUS had made the day before with
 12 respect to the extension agreement and ASUS's intention to later file any joint statements by
 13 April 7. On March 23, as previously agreed, InterDigital provided its written position on these
 14 requests, pursuant to which InterDigital agreed to seek consent from the vendors of industry
 15 analyst report subscriptions to produce the reports, notwithstanding the vendor's restrictive
 16 license agreements prohibiting such wholesale disclosure of such subscription material. Ex. B.
 17 InterDigital requested that ASUS withdraw the joint statement in light of InterDigital's
 18 agreement to produce responsive documents upon obtaining consent. *Id.* InterDigital also
 19 expressed its surprise at ASUS's service of a joint statement on March 22 in light of ASUS's
 20 request that InterDigital agree to extend the motion to compel deadline for these requests to April
 21 7 and InterDigital's prior assent thereto. *Id.* InterDigital also informed ASUS that to the extent
 22 ASUS insisted on filing a unilateral statement notwithstanding the parties' extension agreement
 23 on these requests, which provided ample time for a joint statement (and which, again, was
 24 affirmatively requested and agreed to by ASUS), InterDigital requested that the parties meet and
 25 confer further about these requests on Monday, March 26 pursuant to the Court's March 23
 26 Order.

27 InterDigital does not believe that the parties have any real dispute with respect to this
 28 request, as it informed ASUS in its March 23 email, and accordingly does not know why ASUS

1 nevertheless filed a unilateral motion after receiving that email. Particularly in light of the
 2 Court's March 23 Order, which directed the parties to meet and confer in an effort to narrow
 3 their disputes, there does not seem to be any reason for ASUS to have filed this motion.
 4 InterDigital has informed ASUS that, pursuant to the Court's March 23 Order, it will further
 5 meet and confer with ASUS on Monday March 26 in an effort to determine why ASUS still
 6 considers these requests to be a live dispute (as ASUS has failed to respond to InterDigital's
 7 March 23 email asking ASUS to withdraw the draft joint statement). If no resolution is reached,
 8 InterDigital will promptly submit a substantive response.

9 **MEET AND CONFER CERTIFICATION:** As set forth above and in the attached exhibits,
 10 InterDigital agreed to seek vendors' consent for production of analyst reports subject to restrictive
 11 licenses and informed ASUS of that agreement, but ASUS ignored InterDigital's response and
 12 filed its unilateral statement nonetheless.

13 Dated: March 24, 2018

/s/ Maura L. Rees

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